

UNOFFICIAL DOCUMENT - FOR TEMPLATE PURPOSES ONLY

**[Program Name]
Party Agreement**

In accordance with the creation of the [Program Name] Program, this Party Agreement is made and entered into as of the _____ day of _____, 201[X] (“Effective Date”) by and between the [Sponsoring Office/Department/Organization], [Sponsoring Office/Department/Organization address]; the [Fiscal Agent], [Fiscal Agent address]; [Public School(s)], [Public School(s) address]; and [Financial Institution], [Financial Institution address]. Collectively [Sponsoring Office/Department/Organization], [Fiscal Agent], [Public School(s)] and [Financial Institution] shall be referred to as "the Parties" and individually as "a Party."

WHEREAS, [Sponsoring Office/Department/Organization] desires to establish the [Program Name] Program (“the program” or “the [Program Name] Program”) with the [Public School(s)]; and

WHEREAS, [Public School(s)] desires to facilitate the implementation of the [Program Name] Program within the City of [City]; and

WHEREAS, [Fiscal Agent] desires to serve as fiscal sponsor for the program and provide support for certain Custodial Accounts that may be set up for certain participants in the program; and

WHEREAS, [Financial Institution] desires to act as depository for the [Program Name] Program and any Custodial Accounts associated with the [Program Name] Program.

NOW THEREFORE, in consideration of mutual promises contained herein, the receipt and sufficiency thereof is hereby acknowledged, the parties agree as set forth in this Agreement.

I. Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- a) “Account Seed” shall mean the private funds designated by the [Program Name] Program as initial deposits into all CSA Accounts.
- b) “Additional Student Information” shall mean student information, such as, but not limited to, attendance records, grades, or qualification for Free or Reduced Priced Lunch (F/R), obtained by [Sponsoring Office/Department/Organization] from [Public School(s)] to be used for the sole

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purpose of administering Incentives or Rewards to students who have earned Incentives or Rewards as defined by the [Program Name] Program.

c) “[Program Name] Program Manager” shall mean the [Sponsoring Office/Department/Organization] employee designated to manage the [Program Name] Program.

d) “CSA Account” shall mean a set of funds set aside by the [Program Name] Program designated for each student eligible to participate in the [Program Name] Program. These funds include Account Seeds and Incentives or Rewards.

e) “Custodial Account” shall mean an optional account used by eligible students and their families and created for use in the [Program Name] Program for the purposes of saving money toward post-secondary education or training. These accounts are created using the name of the fiscal agent for the benefit of individual students.

f) “Custodial Account Agreement” shall mean an agreement between the student or the student’s family and the fiscal agent demonstrating the authorization of the creation of a Custodial Account in a specific student’s name to be used in participation in the [Program Name] Program.

g) “Incentives or Rewards” shall mean the private funds designated by the [Program Name] Program for those who have reached particular achievements set forth by [Sponsoring Office/Department/Organization].

h) “Match Account” shall mean an account opened by [Fiscal Agent] for the purpose of holding funds raised by [Sponsoring Office/Department/Organization] to be used as Incentives or Rewards.

i) “Student Information” shall mean the following specific information obtained by [Sponsoring Office/Department/Organization] from [Public School(s)] to be used for the sole purpose of creating a Custodial Account for an individual student: student’s first name, last name, complete address (including zip code), telephone number, birth date, school name, parent’s name and contact information.

II. Agreements

The Parties agree to jointly and separately promote their participation in this initiative and to coordinate messaging. Furthermore:

a) [Fiscal Agent] hereby agrees that:

[Fiscal Agent] shall (i) provide fiscal and administrative oversight for the Custodial Accounts that may be set up for certain participants in the [Program Name] Program; (ii) as fiduciary for

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the Custodial Accounts and a 501(c)(3) organization, [Fiscal Agent] shall retain no more than [X]% service fee from its role as the fiscal agent to the [Program Name] Program; and (iii) act as the holder of individual Custodial Account and Match Account funds held by [Financial Institution].

b) [Public School(s)] hereby agrees that:

[Public School(s)], along with its School Committee, shall (i) encourage, support, and promote the [Program Name] Program within the [Public School(s)] system and through such outside relationships as it deems fit; (ii) facilitate the filing and collection of the [Program Name] Program's enrollment documents, including the Custodial Account Agreement attached as Attachment A hereto; (iii) work with [Sponsoring Office/Department/Organization] to oversee participant savings tracking; provide regular advice, support, and oversight regarding [Program Name] Program implementation on the family/student level with individual participants and coordinate with [Sponsoring Office/Department/Organization], as needed; (iv) work closely with the [Program Name] Program Manager as described in Attachment B hereto to identify families and students who may most benefit from use of Custodial Accounts to aid in ensuring that families are informed of the Custodial Account option; (v) provide [Sponsoring Office/Department/Organization] with the following information for each student at each school participating in the [Program Name] Program and whose parent or guardian has consented to sharing the following Student Information in connection with creating a Custodial Account: student's first name, last name, complete address (including zip code), telephone number, birth date, school name, parent's name and contact information ("Student Information"). The Student Information will not be provided to [Sponsoring Office/Department/Organization] if the parent or guardian has not consented to sharing this information with [Sponsoring Office/Department/Organization]; (vi) provide Additional Student Information to the City for all students who return a Custodial Account Agreement that has been signed by their parent/guardian; (vii) provide [Sponsoring Office/Department/Organization] with specific Student Information that has been approved in the signed Custodial Account Agreement. This form may be adjusted in the future to include additional types of information; (viii) distribute Custodial Account Agreements to all eligible students who attend participating schools and collect signed forms and forward them to the designated contact at the City; (ix) use its best efforts to collect 100% of the Custodial Account Agreements given out; (x) with guidance and support from [Sponsoring Office/Department/Organization], provide professional development and training for teachers, principals, school secretaries and other staff, as needed; (xi) with guidance and support from [Sponsoring Office/Department/Organization], create a financial education curriculum and provide financial education in the classroom, taught by [Public School(s)]; (xii) assist and facilitate outreach activities to participating students and their families as needed; and (xiii) participate in and provide information for media, fundraising and other activities as needed.

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c) [Sponsoring Office/Department/Organization] hereby agrees that:

[Sponsoring Office/Department/Organization] shall be responsible for the overall oversight and implementation of the [Program Name] Program, including: (i) taking the lead in seeking donors to provide funds raised as Incentive or Reward gifts to the [Program Name] Program; (ii) receiving all donations for the purposes of distribution as Incentives or Rewards and transfer funds into the Match Account held by [Financial Institution]. [Financial Institution] will not be responsible for tracking the source of funds in the Match Account; (iii) obtaining periodic updates from [Fiscal Agent] on funds requested and received so that fundraising efforts can be collaborative and coordinated; (iv) managing and administering the [Program Name] Program; (v) establishing [Program Name] Program college savings accounts (“CSA Accounts”) for every eligible student at a participating school who does not “opt out”; (vi) awarding \$50 (or the amount to be determined) (“Account Seed”) to each eligible student (who does not opt out) at a participating school and deposit the award into that participating student’s CSA Account; (vii) awarding additional funding (“Incentives or Rewards”) into CSA Accounts based on identified achievements, as determined by [Sponsoring Office/Department/Organization] and agreed to by [Public School(s)]; (viii) providing participating schools and families with information explaining the rules and guidelines associated with the [Program Name] Program, including the limits on how the money in the CSA Accounts may be used; (ix) maintaining the confidentiality of all Student Information provided to [Sponsoring Office/Department/Organization] under this Party Agreement and the signed Custodial Account Agreement, to the extent permitted by law. All Student Information will be treated as confidential in conformity with applicable laws, and will not be released to any other parties, City departments, organizations or agencies except as described in the Custodial Account Agreement and this Party Agreement, and will be used for the sole purposes described in the Custodial Account Agreement and this Party Agreement; and (x) ensuring that any City contract with third parties relating to the [Program Name] Program includes the confidentiality responsibilities set forth in this document.

d) Mutual Responsibilities between [Public School(s)] and [Sponsoring Office/Department/Organization]:

[Sponsoring Office/Department/Organization] and [Public School(s)] agree (i) that Student Information obtained under written parental consent may be shared with City subcontractors only if stated in the Custodial Account Agreement for the uses approved in the signed Custodial Account Agreement, which include program administration, management, and provision of Incentives and Rewards; and (ii) that directory information that has been provided to the City without written parental consent may be shared with City subcontractors only as may be necessary for the following purposes: (a) to determine eligibility for a CSA Account if called for by the [Program Name] Program design; (b) to determine the amount of Program Funds provided to the CSA Account if called for by the [Program Name] Program design; (c) to determine the conditions for provision of Program Funds to the CSA Account if called for by the [Program

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Name] Program design; and (d) to enforce the terms and conditions of the **[Program Name]** Program.

e) [Financial Institution] hereby agrees that:

[Financial Institution] agrees (i) to act as the depository for the **[Program Name]** Program;(ii) to facilitate transactional accounts to help the **[Program Name]** Program meet the financial goals of the program; (iii) to maintain Custodial Accounts which will only be accessible by authorized members of the **[Fiscal Agent]** in conjunction with **[Sponsoring Office/Department/Organization]**; (iv) to hold all individual Custodial Accounts in the name of **[Fiscal Agent]** for the benefit of the **[Program Name]** Program participants; (v) to ensure appropriate security measures are in place on each Custodial Account, which shall include, but not be limited to: developing, implementing, and maintaining a system to support **[Fiscal Agent]** and **[Sponsoring Office/Department/Organization]** authorization of withdrawals on all Custodial Accounts; appropriate deposit accounting for both Custodial Accounts and Match Account; appropriate interest accrual and tracking; issuing of e-statements; appropriate closing of Custodial Accounts with **[Fiscal Agent]** authorization; and appropriate distribution of funds to **[Fiscal Agent]** approved parties; (vi) it will invest Match Account funds as directed by **[Fiscal Agent]**; (vii)it will not authorize any action on Custodial or Match Accounts, other than accepting deposits, without the appropriate written authorization from **[Fiscal Agent]** and **[Sponsoring Office/Department/Organization]**. Such authorization shall be made in a standard form with appropriate signatures as attached hereto as Attachment C; and (viii) it will also provide accurate reports on all **[Program Name]** Program accounts, including Custodial Accounts, and sub-account information as may be periodically requested by **[Fiscal Agent]** or **[Sponsoring Office/Department/Organization]** on either a monthly or quarterly basis.

f) Evaluation:

[Sponsoring Office/Department/Organization] will be responsible for the evaluation of the **[Program Name]** Program.

III. Term and Termination

a) Effective date. This Agreement shall commence as of the Effective Date and shall remain in effect for a period of twenty four (24) months. After twenty four months, this Party Agreement will renew automatically unless otherwise specified by the Parties in writing at least 60 days in advance of the date for renewal.

b) Termination. This Agreement may be terminated by any Party to this agreement at any time by providing a minimum of 90 days written notice to the other Parties. The Parties agree to meet within the 90 day notice period to determine the distribution and allocation of any program and participant funds.

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c) **Annual Review.** Parties to this Agreement shall meet annually to review procedures.

IV. Successors and Assigns

No Party shall assign this Agreement or any covenants, releases or other privileges received hereunder to any third party, under action of law or otherwise, including in connection with the insolvency or bankruptcy of the Party, except with the written consent of the other Parties.

V. Entire Agreement

This Agreement, including Attachments hereto, represents to the entire agreement between the [Sponsoring Office/Department/Organization], [Fiscal Agent], [Public School(s)], and [Financial Institution] concerning the subject matter hereof, and no modification or subsequent agreement relative to the subject matter hereof shall be binding on any Party unless reduced to writing and signed by the Parties to be bound. The Agreement supersedes all prior agreements, discussions, and conversations between the Parties relating to the subject matter hereof.

VI. Insurance

a) [Financial Institution] shall maintain appropriate insurance through NCUA and/or MSIC for all accounts related to the [Program Name] Program.

b) [Fiscal Agent] shall maintain appropriate bond as a holder of funds based on the amounts held in [Fiscal Agent]'s name.

c) [Public School(s)] shall maintain all levels of insurance as required by law.

d) [Sponsoring Office/Department/Organization] shall not be required to maintain insurance.

VII. Indemnification.

a) **Parties.** The Parties agree that they are individually, solely, and exclusively liable for all damages caused by their individual performance of this Party Agreement or by any action or inaction of any of its employees, agents, servants, officers, or any other person acting on behalf of the Party in performance of this Party Agreement, including but not limited to damages caused by (i) negligence, (ii) fraud, (iii) willful misconduct, (iv) mistake, and/or (v) failure to perform by the Party. Each Party agrees to indemnify and hold the other Parties and the other's officers, employees, agents, and servants harmless from and against any and all costs, losses, damages, claims, liabilities and expenses (including, without limitation, reasonable attorneys fees) which a Party may suffer or incur with respect to or resulting from a breach of a Party's joint or individual responsibilities under this agreement..

VIII. Notices

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Any notices given under this Agreement will be delivered either by messenger or overnight delivery service, or sent by facsimile/email with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, addressed as indicated below. Notice will be deemed to have been given on the day received.

[Fiscal Agent]
[Fiscal Agent address]

[Public School(s)]
[Public School(s) address]

[Financial Institution]
[Financial Institution address]

[Sponsoring
Office/Department/Organization]
[Sponsoring
Office/Department/Organization address]

IX. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

X. Severability

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused this Party Agreement to be executed as of the date first written above.

[SPONSORING OFFICE/DEPARTMENT/ORGANIZATION]

By: _____

Date

Title: _____

[FISCAL AGENT]

By: _____

Date

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Title: _____

[PUBLIC SCHOOL(S)]

By: _____

Date

Title: _____

[FINANCIAL INSTITUTION]

By: _____

Date

Title: _____

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ATTACHMENT A

[Program Name] Program
CUSTODIAL ACCOUNT AGREEMENT

You have chosen to sign up for a Custodial Account which will be attached to your CSA Account for the purposes of earning savings-based Incentives or Rewards. The [Program Name] Program has been established with the collaboration of the [Sponsoring Office/Department/Organization], [Financial Institution], [Fiscal Agent], and [Public School(s)]. The Program's goals are (1) to increase participant saving in preparation for post-secondary education and training and (2) to encourage families and communities to get involved in the education of their students. This Agreement is to clarify and highlight provisions of [Program Name] Welcome Kit.

By signing this Agreement I agree that:

____ That I have received and read the “[Program Name] Welcome Kit.”

____ [Financial Institution], with headquarters located at [Financial Institution address] will hold the funds I deposit. I may use any [Financial Institution] branch, or any of its affiliates, to deposit funds.

____ The Custodial Account I deposit funds into will not be in my name, and all funds I deposit will be the property of and held in the name of [Fiscal Agent], per the nature of custodial accounts.

____ I consent to the release of the following information for purposes of administration of the Custodial Account: student's first name, last name, complete address (including zip code), telephone number, birth date, school name, parent's name and contact information

____ I hereby release the [Program Name] Program representative, as an employee of [Public School(s)], to obtain grade and attendance information, in accordance with privacy rules, relevant to participation in the program.

____ At the time the participating student (i) graduates from high school/earns a GED and (ii) enrolls in post-secondary education or training, the funds in both the student's Custodial Account and the student's CSA Account will be issued directly to the approved vendors by [Financial Institution].

____ If I withdraw from the program before the participating student graduates, I will not receive any of the funds in the student's CSA Account.

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____ In order to withdraw funds, including at the completion of the [Program Name] Program, I will have to make a request to the [Program Name] Program representative. I understand that only requests that comply with stated rules and guidelines agreed upon by my [Program Name] Program will serve as valid requests for fund withdrawal.

____ I understand that the student must be and must remain a [City] resident and that the student must also attend a public or charter school in [City] to earn Incentives or Rewards through the [Program Name] Program. If the student moves from the City of [City], or if the student ceases attendance at a public or charter school in [City], the student will be deemed “inactive” in the program and will be unable to earn Incentives or Rewards available after the student has moved or has ceased attendance at a public or charter school in [City].

Parent/Guardian’s Name (print)

Student’s Name (print)

Parent/Guardian Signature

Date

[Program Name] Program Manager (print)

[Program Name] Program Manager Signature

Date

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ATTACHMENT B

[Program Name] Program Manager

The [Program Name] Program Manager will provide reporting to [Fiscal Agent] ([Fiscal Agent]) and [Public School(s)] as necessary. It is expected that the [Program Name] Program Manager, will be responsible for reporting the following to all involved parties:

Participants:

- Number of students enrolled in the [Program Name] Program per grade level
- Number of students retained in the [Program Name] Program per grade level
- Extent to which participants' school success (indicators to be identified with the evaluator) has improved
- Extent to which participants' college preparation and awareness (indicators to be identified with the evaluator) have improved

Families:

- Number of family contacts the program has made (e.g., telephone calls, meetings, etc.)
- Number of families involved in family-related activities
- Extent to which families' engagement and interest in the academic and career activities of their students (indicators to be identified with the evaluator) have increased

Program:

- Extent to which family partnerships and program partnerships are successful (indicators to be identified with the evaluator) and are improving and enhancing program quality (indicators to be identified with the evaluator)
- Match Account transaction details

The [Program Name] Program Manager will work with [Program Name] Program stakeholders to determine guidelines to be followed regarding allocation and distribution of interest on CSA Accounts and proper uses for CSA Account funds. The [Program Name] Program Manager will not collect any monies directly from participants. The [Program Name] Program Manager will sign and further obtain the final approval signature of the appropriate [Fiscal Agent] representative for all participant account withdrawal requests.

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ATTACHMENT C

[Program Name] Program
TRANSACTION AUTHORIZATION

I, _____ wish to take the following action to my student's, _____,
(Name) (Student's Name)
[Program Name] Custodial Account.

Check one:

___ Withdraw Funds

___ Name Change

Amount for withdrawal: \$ _____

___ Vendor Payment*

___ Close Custodial Account

Amount for payment: \$ _____

Vendor name and contact: _____

*Include proof of enrollment as attachment.

The purpose of this action is: _____

I certify:

___ that this action is approved by the [Program Name] Program and falls within all guidelines and rules, OR

___ this action does not fall within the [Program Name] Program and its guidelines and rules. No CSA Account funds or interest shall be given for this action.

Parent/Guardian's Name (print)

Student's Name (print)

Parent/Guardian Signature

Date

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I, _____, having approval authority as granted by the [Sponsoring Office/Department/Organization], approve the requested action to be taken to this Custodial Account.

[Program Name] Program Manager Name

[Program Name] Program Manager Signature _____
Date

I, _____, having approval authority as granted by the [Fiscal Agent], approve the requested action to be taken to this Custodial Account.

[Fiscal Agent] Representative Name

[Fiscal Agent] Representative Signature _____
Date

NOTE(S): _____

[Financial Institution] USE ONLY